

EXHIBIT A

EXHIBIT A



Robison | Sharp | Sullivan | Brust

Kent R. Robison
Thomas L. Belaustegui
(Co-Founder Of Counsel)
F. DeArmond Sharp
Michael E. Sullivan
Clayton P. Brust
Stefanie T. Sharp
Michael A. Burke
Hannah E. Winston
Brett W. Pilling
Shelby L. Webb
Russell J. Carr

September 19, 2024

**ATTORNEY/CLIENT PRIVILEGED
AND CONFIDENTIAL COMMUNICATION**

Via Email to: jlh@bankruptcyreno.com

Christina W. Lovato, United States Bankruptcy Trustee
c/o Jeffrey L. Hartman, Esq.
Harman & Hartman
510 W. Plumb Lane, #B
Reno, NV 89509

Re: Engagement of Robison, Sharp, Sullivan & Brust

Dear Ms. Lovato:

We are pleased that you have decided to engage our firm ("RSSB" or "Attorneys") to represent Christine W. Lovato ("Ms. Lovato") in the matter concerning Meta Materials, Inc., Case No. 24-50792-hlb. This letter confirms the terms on which our firm has undertaken this representation. We will not commence work on this matter until we first receive your retainer and an executed copy of this Engagement Letter, and your funds have cleared.

I. CONFLICTS

As we understand this matter, Ms. Lovato will be the Client. The companies listed as Wells Fargo Clearing Services LLC; BofA Securities, Inc.; Merrill, Lynch, Pierce, Fenner & Smith Incorporated; J.P. Morgan Securities LLC; Morgan Stanley & Co. LLC; Pershing LLC; National Financial Services LLC; UBS Securities LLC; and State Street Bank and Trust Company are the adverse parties. We have searched our records and have confirmed that there are no conflicts in our representation of you in this matter. If during the course of the litigation we become aware of the possibility of a conflict, we will inform you immediately. You should also

71 Washington St
Reno, Nevada 89503

RSSBLAW.COM

P: 775.329.3151

F: 775.329.7941



Robison | Sharp | Sullivan | Brust

inform our firm immediately if you believe a conflict arises in the future.

II. CLIENT

We understand that the Client is Ms. Lovato and no others.

III. SCOPE OF REPRESENTATION

I will have the primary responsibility for representing the Client in this matter. My partners at our firm, Kent R. Robison and Hannah E. Winston, will share primary responsibility for representing the Client. My associate at our firm, Russell J. Carr, will assist in this matter as well. Subject to the provisions of paragraph IV, my hourly charge will be \$535.00 per hour, Hannah E. Winston will charge the same at \$535.00 per hour, Kent R. Robison will charge at \$650.00 per hour, Russell J. Carr will charge at \$400.00 per hour, and any additional associate's hourly charge will be also be \$400.00. It is possible that we will need to use a paralegal on this case, who would charge at \$200.00 per hour.

We review our billing rates at the end of each calendar year and reserve the right to make increases in the rates. Of course, we will notify you if we are going to increase the rates.

Our services in this matter will primarily involve representing the Client in regard to the bankruptcy matter concerning Meta Materials, Inc., Case No. 24-50792-hlb.

Although our monthly statements for legal services are detailed accounts of all work performed, we will try to provide status reports on a regular basis. At this point in time, it is impossible to project or predict with absolute accuracy the number of hours that we will be required to work in representing the Client's interests. We will provide you with a monthly statement itemizing our activity and specifying the nature of the work performed and itemizing all costs incurred.

By this engagement contract, we are not engaged to handle any appeal. If prosecution or defense of an appeal is necessary, we will be involved as authorized by a separate written engagement.

71 Washington St
Reno, Nevada 89503

RSSBLAW.COM

P: 775.329.3151

F: 775.329.7941



Robison | Sharp | Sullivan | Brust

IV. COSTS/FEES/RETAINER

We will incur costs and expenses in the subject litigation. The costs incurred will be itemized on our monthly statement. The most common costs and expenses incurred and the charges are as follows:

A. COSTS.

1. Filing fees	\$284.00 (approximately)
2. Service of Process fees	N/A
3. Photocopies	0.25 cents per copy
4. Vendor Invoices	Actual invoice amount
5. Westlaw/Lexis (Likely)	Charged hourly rate based on data base searched, plus hourly rate of lawyer
6. Travel (Possible)	Actual charges for hotel, auto rental, parking, meals, airfare, and all related expenses, and mileage currently at 65.5 cents per mile.

B. EXPERT FEES.

It is possible that experts will be necessary to fully understand the nature and extent of all of the allegations and/or claimed damages. Expert fees can be substantial in a case like this. You will be required to pay the expert directly for their services if we should need them. We will not engage any expert without your permission and your consent to pay the expert directly.

At your request, we will be happy to provide you with a breakdown and explanation of the rates charged for any expenses or costs incurred. Although we will try to bill all expenses in the month they are incurred, they sometimes are billed in the following month because of the delay in our receipt of invoices.

///

71 Washington St
Reno, Nevada 89503

RSSBLAW.COM

P: 775.329.3151

F: 775.329.7941



Robison | Sharp | Sullivan | Brust

C. ATTORNEYS' FEES/RETAINER

No retainer will be required at this time.

If Client cannot pay or refuses to pay requested amounts in the invoices provided, Client understands that Attorney has an absolute right to terminate the relationship.

Client will continue to receive monthly statements identifying the work performed, the amount charged, and the costs incurred. We expect that the monthly statements will be paid promptly and no later than 15 days of receipt. If you dispute a charge, please immediately bring it to our attention in writing. If Attorneys are required to enforce their rights to collect fees and costs and interest, Client grants a lien to Attorneys which can be converted into a judgment. Nevada law shall apply to this agreement and any dispute interpreting the agreement shall be resolved in the District Court for Washoe County, Nevada. The prevailing party to the enforcement of this Agreement shall be entitled to recover reasonable attorney fees and costs.

Our billing statements will be sent to you at jlh@bankruptcyreno.com for payment unless you direct us otherwise.

D. CLIENT'S RESPONSIBILITIES AND UNDERSTANDING REGARDING RISK

Attorneys provide no guarantees for a particular result. Client shall coordinate and cooperate with Attorneys to obtain all information and documentation necessary to represent Client. Client must provide attorneys all documents and information requested in a timely fashion. Client may be required to appear in Court in Nevada and/or by Zoom.

Client must at all times provide Attorneys with an address and telephone number that is current. It is Client's obligation to provide any changes to address or phone number in writing within five days of such changes.

Client agrees to abide by all terms and conditions set forth in this

71 Washington St
Reno, Nevada 89503

RSSBLAW.COM

P: 775.329.3151

F: 775.329.7941



Robison | Sharp | Sullivan | Brust

agreement, including prompt payment of fees and costs and providing all requested documents, and attending all required hearings, depositions, settlement conferences, and trial.

V. TERMINATION

We expect to represent the Client until the conclusion of the subject litigation or to a successful resolution of the disputes involved. If, however, at any time you wish us to cease activities on your behalf, please so advise us in writing, and we will promptly take steps necessary to protect your interests in light of the termination of our services, consistent with the Rules of Professional Conduct. Upon such termination, all fees previously incurred and costs previously advanced will be due. If the Client or any representative of Client misrepresents or fails to disclose material facts to us or fails to cooperate with us in such a way as our representation is impaired, we have the right to seek court permission to withdraw from our representation of the Client.

We look forward to representing you in this matter. While we are optimistic that we can successfully represent you, we must nonetheless ask you to recognize that in the event of a loss, the Client may be liable for the opposing parties' attorneys' fees and costs. Moreover, we can make no assurances or guarantees concerning the outcome of the litigation, and we can make no assurances that the fees and costs charged to you can be recovered if we prevail. Client agrees that there is no guarantee as to how long it will take to resolve this case.

Attorney shall take all reasonable steps necessary to prosecute this action diligently; however, certain factors causing delay are beyond the control of Attorney.

If the foregoing is acceptable, please sign below and return this letter to me at your earliest convenience. We will need all Client's files regarding this matter as soon as possible. Also, please provide me with the names, addresses, and phone numbers of all potential witnesses and a description of what information they may have about the matter. Please provide a timeline of events to me as soon as possible.

71 Washington St
Reno, Nevada 89503

RSSBLAW.COM

P: 775.329.3151

F: 775.329.7941



Robison | Sharp | Sullivan | Brust

If you have any questions about the foregoing, I will be pleased to discuss them with you.

Sincerely,

ROBISON, SHARP, SULLIVAN & BRUST

Clayton Brust, Esq.

APPROVED, ACCEPTED, AND AGREED TO THIS _____ DAY OF
SEPTEMBER 2024.

Christine W. Lovato,
United States Bankruptcy Trustee

CPB/ime
No Encl.

71 Washington St
Reno, Nevada 89503

RSSBLAW.COM

P: 775.329.3151

F: 775.329.7941

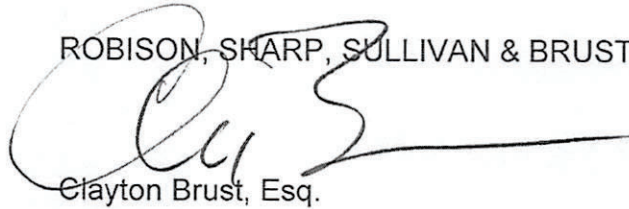


Robison | Sharp | Sullivan | Brust

If you have any questions about the foregoing, I will be pleased to discuss them with you.

Sincerely,

ROBISON, SHARP, SULLIVAN & BRUST



Clayton Brust, Esq.

APPROVED, ACCEPTED, AND AGREED TO THIS 23rd DAY OF
SEPTEMBER 2024.



Christine W. Lovato,
United States Bankruptcy Trustee

CPB/ime
No Encl.

71 Washington St
Reno, Nevada 89503

RSSBLAW.COM

P: 775.329.3151

F: 775.329.7941